

General conditions La Croix

<https://www.lacroix-the-store.com>

General conditions based on model conditions of Stichting WebwinkelKeur.

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Article - 1 Definitions

In these terms and conditions, the following terms shall have the following meanings:

- 1. Reflection period:** the period within which the consumer can exercise his right of withdrawal; Read [all about Reflection period](#).
- 2. Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
- 3. Day:** calendar day;
- 4. Duration transaction:** a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
- 5. Durable medium:** any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
- 6. Right of withdrawal:** the possibility for the consumer to waive the distance contract within the cooling-off period;
- 7. Model form:** the model form for withdrawal that the trader makes available that a consumer can fill in when he wants to make use of his right of withdrawal.
- 8. Entrepreneur:** the natural or legal person who offers products and/or services to consumers from a distance;
- 9. Distance contract:** an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
- 10. Technology for distance communication:** means that can be used for the conclusion of an agreement, without the consumer and entrepreneur being together in the same room at the same time.

11. **General Terms and Conditions:** the present General Terms and Conditions of the Entrepreneur.

Article - 2 Identity of the entrepreneur

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Article - 3 Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and order that is concluded between the entrepreneur and the consumer.
2. Before the remote agreement is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general conditions at the entrepreneur to see and they are at the consumer's request as soon as possible be sent free of charge.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general conditions may be made available to the consumer by electronic means in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be viewed electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.
4. If, in addition to these general terms and conditions, specific product or service conditions apply, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting general terms and conditions, the consumer may always invoke the applicable provision that is most favourable to him.
5. If one or more provisions in these general conditions at any time are wholly or partially void or voided, the agreement and these conditions shall otherwise remain in force and the provision in question shall be replaced in mutual consultation without delay by a provision that approximates the meaning of the original provision as closely as possible.
6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions, should be interpreted 'in the spirit' of these terms and conditions.

Article -4 The offer

1. If an offer has a limited validity period or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images these are a true reflection of the products and / or services. Obvious mistakes or obvious errors in the offer will not bind the entrepreneur.
4. All images, specifications data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the colors shown will exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - the price including taxes;
 - the cost of shipping, if any;
 - The manner in which the agreement will be concluded and what actions are required for this;
 - whether or not the right of withdrawal is applicable;
 - The method of payment, delivery and execution of the agreement;
 - The period for accepting the offer, or the period within which the entrepreneur guarantees the price;
 - the level of the rate for distance communication if the cost of using the technique for distance communication is calculated on a basis other than the regular basic rate for the

means of communication used;

- Whether the contract will be archived after its conclusion, and if so, in what way it can be consulted by the consumer;
- The way in which the consumer, before the conclusion of the contract, can check the data provided by him in the context of the contract and, if desired, correct them;
- any other languages in which, besides Dutch, the agreement may be concluded;
- The codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- The minimum duration of the distance contract in the case of an enduring transaction.

Article -5 The Agreement

1. The agreement comes into effect, subject to the provisions in paragraph 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions set therein.

2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as the agreement of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transmission of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur may - within legal limits - obtain information on whether the consumer can meet his payment obligations, as well as all those facts and factors relevant to a sound conclusion of the distance contract. If the entrepreneur, on the basis of this research, has good reason not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation.

5. The entrepreneur will include with the product or service to the consumer the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

- The visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
- The conditions under which and the way in which the consumer may exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;
- The information about warranties and existing after-purchase service;
- The data included in article paragraph 4 of 3 these conditions, unless the entrepreneur has already provided this data to the consumer before the execution of the agreement;
- The requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.

6. In the case of an enduring transaction, the provision in the previous paragraph shall apply only to the first delivery.

7. Every agreement is entered into under the suspensive conditions of sufficient availability of the betreffende products.

Article - Right of 6 withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the possibility of dissolving the contract without giving reasons during 14 days. This period starts on the day after receipt of the product by the consumer or a previously designated by the consumer and the entrepreneur announced representative.

2. During the cooling-off period the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to judge whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, according to the entrepreneur provided reasonable and clear instructions.

3. When the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known by means of the model form or by means of another means of communication such as e-mail. After the consumer has made known to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of posting.

4. If, after the expiry of the periods referred to in paragraph and 2 3, the customer has not made it known that it wishes to use the

make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

When providing services:

1. When providing services, the consumer has the opportunity to dissolve the contract without giving reasons for at least 14 days, starting on the day of entering into the contract.
2. To make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur in the offer and / or at the latest at delivery.

Article -7 Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, he shall bear no more than the cost of return shipment.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal. This is subject to the condition that the product has already been received back by the merchant or conclusive proof of complete return can be provided. Reimbursement will be made via the same payment method used by the consumer unless the consumer expressly agrees to a different payment method.
3. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any reduction in the value of the product.
4. The consumer can not be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this should be done before the conclusion of the purchase agreement.

Article -8 Exclusion of right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraph 2. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly stated this in the offer, at least in good time before concluding the contract.
2. Exclusion of the right of withdrawal is possible only for products:
 - that have been brought about by the entrepreneur in accordance with the consumer's specifications;
 - that are clearly personal in nature;
 - Which by their nature cannot be returned; which may
 - spoil or age rapidly;
 - whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - For individual newspapers and magazines;
 - For audio and video recordings and computer software of which the consumer has broken the seal; for hygiene
 - products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - betreffende lodging, transportation, restaurant business or leisure activities to be performed on a certain date or during a certain period;
 - whose delivery has begun with the express consent of the consumer before the cooling-off period has expired;
 - betreffende betting and lotteries.

Article -9 The price

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices, are mentioned with the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:
 - they are the result of statutory regulations or provisions; or
 - the consumer has the power to terminate the contract from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of misprints and typesetting errors. In case of misprints, the company is not obliged to deliver the product at the incorrect price.

Article - 10 Conformity and warranty

1. The entrepreneur guarantees that the products and / or services meet the contract, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer under the agreement can assert against the entrepreneur.
3. Any defects or wrongly delivered products should be reported to the entrepreneur in writing within 2 months after delivery. Return of the products must take place in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - the consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
 - the delivered products have been exposed to abnormal conditions or are otherwise carelessly handled or contrary to the instructions of the entrepreneur and / or on the packaging;
 - the inadequacy is wholly or partly the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the materials used.

Article -11 Delivery and execution

1. The entrepreneur will take the utmost care in receiving and carrying out orders for products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company accepted orders expeditiously but not later than 30 days, unless consumers have agreed to a longer delivery period. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within 30 days after the order was placed. The consumer in that case has the right to terminate the contract without penalty. The consumer is not entitled to compensation.
4. All delivery periods are indicative. The consumer cannot derive any rights from any deadlines mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within days 14 after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will endeavor to provide a replacement item. At the latest upon delivery, it will be clearly and comprehensibly reported that a replacement article is being delivered. With replacement items, the right of withdrawal cannot be excluded. The cost of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless otherwise expressly agreed.

Article - Duration 12 transactions: duration, termination and renewal

Notice

1. The consumer may contract for an indefinite period and that extends to the regular supply of products (including electricity) or services, at any time, denounce the applicable termination rules and a notice of up to one month.
2. The consumer may contract for a definite period and that extends to the regular supply of products (including electricity) or services, at any time at the end of the fixed term denounce the applicable termination rules and a notice of up to one month.

3. The consumer may enter into the agreements mentioned in the previous paragraphs:
 - terminated at any time and shall not be limited to termination at any particular time or in any particular period;
 - at least terminate in the same manner as they were entered into by him;
 - always terminate with the same notice as the entrepreneur has stipulated for himself.

Extension

1. A contract entered into for a definite period of time and which extends to the regular supply of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
2. Notwithstanding the preceding paragraph, a contract for a definite period, which extends to the regular supplying of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the consumer can terminate this extended contract towards the end of the renewal with a notice of up to one month.
3. A contract for a definite period, which extends to the regular delivery of products or services, may only be tacitly renewed for an indefinite period if the consumer may terminate at any time with a notice of up to one month and a notice of up to three months in case the contract extends to the regular, but less than once a month, supplying of daily, news and weekly newspapers and magazines.
4. A contract with a limited duration for the regular introduction supplying daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the expiration of the trial or introductory period.

Duration

1. If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice period of up to one month, unless reasonableness and fairness dictate against termination before the end of the agreed term.

Article -13 Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 7 working days after the start of the reflection period as referred to in article 6, paragraph 1. In case of an agreement for the provision of a service, this period shall start after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment data provided or mentioned to the entrepreneur.
3. In the event of non-payment on the part of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article - 14 Complaints procedure

1. The entrepreneur has a sufficiently publicized complaint procedure and handles the complaint in accordance with this complaint procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within months 2 fully and clearly described, after the consumer has found the defects.
3. Complaints submitted to the trader will be answered within a period of days 14 from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will 14 respond within the period of days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.
5. For complaints, a consumer should first of all turn to the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>). Webshop is currently not affiliated with a quality mark with arbitration board.
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the Entrepreneur, the Entrepreneur will, at its option, either replace or repair the delivered products free of charge.

Article - 15 Disputes

1. Contracts between the entrepreneur and the consumer to which these general conditions relate, are exclusively governed by Dutch law. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

Article - 16 Additional or different provisions

Additional provisions or provisions that deviate from these general conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can be stored in an accessible manner on a durable data carrier.